

ITEL

August 14, 1991

Itel Rail Corporation

550 California Street
San Francisco, CA 94104
(415) 984-4200

Hon. Sidney L. Strickland, Jr., Esq.
Secretary
Interstate Commerce Commission
Washington, DC 20423

15880-2
RECORDED BY FILED 1423

AUG 19 1991 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

Re: Schedule No. 7

1-231A017

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record these Schedules under the Railcar Lease Agreement dated September 14, 1988, between Itel Rail Corporation and The Atchison, Topeka and Santa Fe Railway Company, which was filed with the ICC on October 17, 1988, under Recordation No. 15880.

The parties to the aforementioned instruments are listed below:

Itel Rail Corporation (Lessor)
550 California Street
San Francisco, California 94104

The Atchison, Topeka and Santa Fe Railway Company (Lessee)
920 Southeast Quincy Street
Topeka, Kansas 66628

AUG 19 11 28 AM '91
MOTOR OPERATING UNIT

Schedule No. 7 adds to the Lease Agreement fifty (50) 3,000 cubic foot covered hoppers bearing reporting marks SFLC 35110-351149.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Assistant

Interstate Commerce Commission
Washington, D.C. 20423

8/19/91

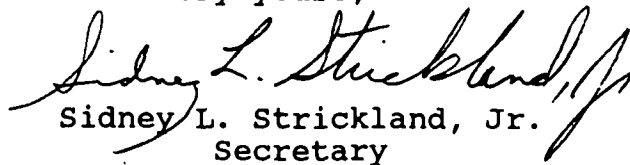
OFFICE OF THE SECRETARY

Patricia Schumacker
Legal Assistant
Itel Rail Corporation
550 California Street
San Francisco, California 94104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/19/91 at 11:35am, and assigned recordation number(s). 15880-I

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

1588-1
AUG 19 1991 - 11 35 AM

LEASE NO. ATSFET13A

INTERSTATE COMMERCE COMMISSION

SCHEDULE NO. 7

This Schedule No. 7 dated August 2, 1991 to the Lease Agreement dated September 14, 1988 is entered into by and between ITEL RAIL CORPORATION ("Lessor"), as successor in interest to Itel Rail Corporation and Itel Railcar Corporation, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CARS: 3000 c.f. covered hoppers

NUMBER OF CARS: 50

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Cement

REPORTING MARKS AND NUMBERS: SFLC 351100 - 351149

SPECIFICATIONS DESIGNATED BY LESSEE: None

INITIAL DELIVERY POINT: As mutually agreed upon

LEASE TERM: Effective for each Car on the date it was first interchanged to Lessee ("Commencement Date"), expiring for all the Cars on this Schedule on ~~May~~ ^{June} 30, 1992. After the Commencement date of the last Car on this Schedule, Lessor shall provide Lessee a certificate (the "Certificate") setting forth the Commencement Date for each Car on this Schedule. Each date on such Certificate shall be deemed accurate, final and binding unless Lessee disputes such date in writing within 15 calendar days of receipt by Lessee of such Certificate.

MONTHLY RENTAL PER CAR:

MINIMUM AVERAGE MONTHLY RENTAL PER CAR: N/A

SPECIAL TERMS:

1. Unless stated otherwise, when used in this Schedule, "Cars" shall refer only to the Cars described in this Schedule.
2. Lessee shall register such Cars in the Official Railway Equipment Register and "UMLER" and shall insert reporting marks provided by Lessor in the owner ship field. Lessee shall compile and maintain records pertaining to running repairs on such Cars and shall furnish copies to Lessor upon request.
3.
 - A. The first rental payment for each Car shall be made to Lessor at the pro rata daily rate for the number of days from the date such Car is first interchanged to Lessee's lines to the end of the month in which such date falls. All subsequent payments shall be made monthly upon Lessee's receipt of an invoice from Lessor.
 - B. With respect to the Cars only, Lessee shall retain all on-line and off-line earnings.
4. Lessee may make running repairs to those parts specified in the attached Exhibit A to facilitate continued immediate use of the Cars. If any Car becomes unfit for any reason unrelated to interior lading protection devices, special interior linings and/or removable parts referred to in Section 4.A. of the Agreement, and if such condition is not due to damage to such Car for which Lessee is responsible under the Agreement, the following provisions shall govern the abatement of rental for such Car.
 - A. If such Car is damaged but not damaged beyond repair and, at Lessor's request, it is moved to any repair shop on Lessee's lines for repair, rental shall abate as of the date on which such Car is switched into the property of such repair shop and shall be reinstated effective on the date such Car is released from such repair shop. If such Car is delivered to any repair shop that is not on Lessee's lines, rental shall abate as of the third (3rd) calendar day after the date Lessee notifies Lessor of such damage and shall be reinstated as of the third (3rd) calendar day after Lessee is notified that such Car has been repaired and is ready for redelivery to Lessee.
 - B. If any Car is derailed and is not rerailed within five (5) calendar days following such derailment, rental shall abate as of the date of such derailment and shall be reinstated as of the date of rerailment, unless such Car requires repairs, in which case the preceding paragraph of this Section 4 shall determine the date on which such reinstatement shall occur.
 - C. If any Car is damaged beyond repair or is destroyed, rental for such Car shall abate as of the date of such damage or destruction. If

such Car is replaced by another car in accordance with Section 4.C. of the Agreement, rental for such replacement car shall commence on delivery of such replacement car to Lessee.

5. Lessee shall, at Lessor's option, provide up to forty-five (45) days free storage on its lines for any Car on this Schedule which is either on Lessee's lines at expiration or other termination of the Agreement with respect to such Car or is subsequently returned to Lessee's lines.

Each party, pursuant to due corporate authority, has caused this Schedule to be executed by its authorized officer, and each of the undersigned declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

By: Michael G. Smith

Title: VP SALES

Date: 8/2/91

By: W. C. Lyman

Title: A.V. Pres.'s Chief Transp Officer

Date: July 24, 1991

EXHIBIT A

RUNNING REPAIRS

COVERED HOPPERS

Angle Cocks	Wheel Assemblies
Air Hose	Yokes
Train Line	Knuckles/Pins
Operating Levers and Brackets	Slack Adjuster
Sill Steps	Couplers
Grab Irons	Draft Gears
Brake Shoes	Coupler Carriers
Brake Shoe Keys	Center Plate Repair (Not Replacement of Center Plate)
Brake Connecting Pin	Cotter Keys
Brake Head Wear Plates	Roller Bearing Adapters
Air Brakes	Outlet Gate Repair (Not Gate Replacement)
Hand Brakes	Hatch Cover (Not Replacement of Hatch Cover)
Brake Beams and Levers	
Truck Springs	